



Data Privacy and Integration Attestation

--To be completed by potential Oklahoma State Department of Education vendor--

The Oklahoma State Department of Education (“OSDE”) Data Privacy and Integration Attestation, adapted from the CoSN Privacy Toolkit, helps to outline potential partners practices and responsibilities to ensure these align with OSDE’s expectations regarding data privacy, cybersecurity and adherence to state and federal laws and standards, including without limitation, the Family Educational Rights and Privacy Act (“FERPA”) and laws governing the protection and management of student data, as well as secure system standards. OSDE is committed to upholding state and federal privacy and cybersecurity requirements to ensure safe, efficient, and effective operations statewide.

This document may be published for public access on the OSDE’s [High-Quality Instructional Materials webpage](#).

Completion of this survey does NOT guarantee a contract.

Company Name: _____

Area	Question	Yes/No	Comment
Data Privacy Standards			
	Does the company acknowledge that any potential contract must explicitly state that the Local Education Agency (LEA) retains full ownership of all student-inputted data and all data outputs generated to include those generated by your AI system, if used?		
	Does the company (including all associated 3rd parties) comply with all federal and Oklahoma state law requirements such as FERPA, COPPA, CIPA, etc. as defined by U.S. federal law for all functions?		
	Is the company aware of and in compliance with the Oklahoma Student Data Accessibility, Transparency, and Accountability Act?		
	Is company aware of and in compliance with the Federal WAGC? If not, provide comment.		
Data Security and Portability			
	Will State/LEA data be stored, hosted, transmitted or processed outside the United States?		

	Will State/LEA data be encrypted and protected at transit and at rest?		
	Is the application associated with this attestation multi-tenant (several districts on one server/instance) hosting?		
	If so, how is data and access separated from other customers in the event of a data breach or event?		
	Does the company perform regular risk assessments, penetration testing, vulnerability management, and intrusion prevention? If so, please provide date of last assessment below.		
Last Assessment Date			
	Has the company experienced any internal or external data breach or cybersecurity event within the last 24 months?		
	Does the company guarantee data portability in a usable format of all data elements collected and stored for Oklahoma LEAs?		
	Does the company (including all associated 3rd parties) guarantee all data will be deleted with certification upon completion of a contract		
	Will the company (including all associated 3rd parties) provide certification of data destruction upon completion of contract? OSDE requires all data to be provided back to LEAs and associated data destroyed on the company's servers and/or third parties within termination of contract as set forth by a privacy agreement.		
	Will the company provide LEAs, upon written request, with a current list of all Subprocessors (third parties) that access or process LEAs Student Data?		
	Does the company require all Subprocessors to be bound by a written agreement that includes the same or greater privacy and security protections as your agreement with LEA's Data Privacy Agreement (including data deletion and use restrictions)?		
	Are the company's Subprocessors expressly prohibited from further		

	disclosing, transferring, or selling LEAs Student Data to any other third party without the prior written consent of both your company and the LEA?		
	If asked, will the company provide parents/guardians and the state with the true transparency of how the data is being used?		
	Does the company have a timeline for data destruction once the contract ends?		
AI Vetting & Policy			
	Does the company prohibit the use of any LEA Student Data (including input, output, or associated metadata) for training, developing, or improving any proprietary Artificial Intelligence (AI) or Machine Learning (ML) model, unless explicitly authorized in the final contract?		
	Does the company agree that sub-licensing Student Data for the purposes in the question above is strictly prohibited without explicit written permission from the parents/guardians or eligible pupils? Access to LEA-provided Student Data is limited to authorized users unless granted in writing by the LEA or otherwise permitted under a signed Data Privacy Agreement.		
	Does the company maintain and provide documentation on algorithmic bias mitigation strategies used in the AI Service to ensure equitable and non-discriminatory outcomes?		
	Does the company agree to, upon request by the LEA, provide an abstract or summary of audit findings related specifically to algorithmic bias?		
	Is the use of AI/ML functionality strictly limited to providing the contracted educational service and not for profiling students or families for commercial or non-educational purposes?		
Communication	Does the company's platform have any communication functionality		

	between students, staff, and/or parents/guardians? If communication functionality, can the function be disabled? Provide comment.		
	Is every individual digital communication (including AI-generated messages) between school personnel and a student automatically logged, retained, and accessible for LEA officials to monitor/review?		
	Can the platform/AI system be configured to automatically include (or notify) the student's parent/guardian on individual communications from school personnel to the student and/or student to student?		
	Can the platform/AI system be configured to automatically include (or notify) the student's teacher, administrator, or district representative on individual communications from school personnel to the student and/or student to student?		
Instructional (if Applicable)			
	Does the company (including all associated 3rd parties) ensure all content and links within their applications are in compliance with federal requirements under the Children's Internet Protection Act (CIPA) as enacted by the U.S. Congress?		
	Does the company have a National Data Privacy Agreement with an Oklahoma LEA that is part of the Access for Learning Community? If so, please comment with the LEA's name.		
	Does the company have a Single Sign On (SSO) or Rostering for teacher and/or student accounts? If so, is it compatible to work with Entra, Clever, ClassLink, OneRoster, etc. without modifications or "workarounds"? Please identify a solution in the comment section.		

	Are there added costs for rostering, SSO creation, or any other integration needs?		
	Does the company platform fully integrate with Learning Management Systems (LMS)? If so, please comment on which LMSs and the type(s) of integration available.		
	(If applicable) Does the company application allow for grade pass back to a School Information System (SIS)?		
	(If applicable) Does the company application allow for grade pass back to a Learning Management System (LMS)?		
	Does the instructional platform have stand-alone iOS and Chrome apps as opposed to accessing via web platform?		
	Is the product compliant with accessibility and inclusivity standards set by ADA, Title II in relation to WCAG 2.1 AA guidelines? If so, please include a copy of the Voluntary Product Accessibility Template or Accessibility Conformance Report.		

As the company representative, you affirm that all information above is accurate and true as to the company's data privacy and integration practices. Failure to provide accurate information may result in immediate termination of the company's review.

Company: _____

Company's Representative Name: _____

Signature: _____ Date: _____